

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:]	Examiner: Manuel A. Mendez
Douglas E. Ott, et al.]	
]	Group Art Unit: 3763
Serial No.: 09/314,052]	
Filing Date: May 18, 1999]	Attorney Docket No. 1-15372
]	
Title: METHOD AND APPARATUS]	
FOR CONDITIONING GAS]	
FOR MEDICAL PROCEDURES]	

MAIL STOP AMENDMENT
Commissioner of Patents
P.O. Box 1450
Alexandria, VA 22313-1450

EXAMINER INTERVIEW SUMMARY RECORD

Honorable Sir:

An interview was held with the Examiner in charge of the present application, Mr. Manuel Mendez, on July 15, 2008. The references discussed in the interview were Bartels et al. US 4,621,632 (hereinafter Bartels); Ott et al. US 6,039,609 (hereinafter Ott) and Bell US 6,039,696 (hereinafter Bell). The remarks, beginning on the next page, detail the comments made during the interview.

REMARKS

The Examiner, in the official action dated February 20, 2008, entered a new rejection based on obviousness. The Examiner rejected claims 82 – 87 as being unpatentable over the combination of Bartels in view of Bell and further in view of Ott. The Examiner stated that Bartels teaches a method and apparatus of providing for a period of time, heated and humidified gas into a patient by directing a gas from a source to a chamber, humidifying the gas within the chamber with a liquid, replenishing the liquid, heating the gas, filtering the gas, controlling the electrical power, wherein the step of heating and humidifying performed on the gas is simultaneous, with the chamber adjacent to the patient.

The Examiner further goes on to state that Bartels teaches all of the limitations of the claims except for explicitly reciting a humidity sensing means and a monitoring means connected to the humidity sensing means for monitoring the humidity of the gas and keeping it within a predetermined threshold. The Examiner holds that Bell teaches a humidity sensing means and a monitoring means for monitoring the humidity of the gas and keeping it within a predetermined threshold. It would have been obvious to one of ordinary skill in the art, at the time of the invention to have modified the humidity device of Bartels to monitor humidity by a humidity sensing means as taught by Bell while keeping the humidity within a predetermined range or threshold for the well-known

purpose of preventing a cavity that is normally moist from drying out thereby causing inflammation causing discomfort such as the respiratory system or otherwise.

The Examiner emphasizes that he considers a recharge signal is being any signal generated by the humidity sensor to indicate the devices low in humidity.

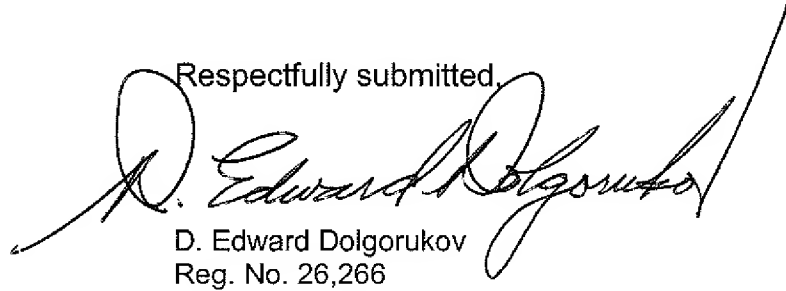
During the interview, the undersigned Attorney of Record explained to the Examiner that the combination of Bartels and Bell is taught against and does not produce the construction claimed. The Examiner was referred to lines 4-7 of the Abstract; column 3, lines 11-20 and lines 28-31; column 6, lines 39-44; column 8, lines 61-end, and column 9, lines 1-7 for the proposition that Bartels is designed to supply heated and humidified air as close to 100% relative humidity as is possible and, therefore, does not need any humidity sensing or monitoring means.

It was further pointed out to the Examiner that if Bartels needed any controlling of the humidity, it could not be supplied by Bell because Bell only monitors the humidity, i.e., only informs but does not control.

It was also pointed out that each and every claim, except claim 86, requires a humidification material that readily absorbs moisture and readily releases moisture. The only portion of Bartels where the exchange of moisture takes place is in the heat exchange spiral 56. Heat exchange spiral 56 is not only made of a material, such as polysulfone and the like, which doesn't absorb or release moisture, but Bartels works on an entirely different principal than the present invention. It works on the principal of condensation, not absorption and release.

The Examiner agreed with Applicant's argument and stated that if Claim 86 was amended to require a material that absorbed and released moisture, all of the claims would overcome the art of record.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "D. Edward Dolgorukov", with a long, sweeping flourish extending from the end of the signature.

D. Edward Dolgorukov
Reg. No. 26,266

Attorneys:
Marshall & Melhorn, LLC
Four SeaGate, 8th Floor
Toledo, OH 43604
(419) 249-7146
(419) 249-7151 FAX
dolgorukov@marshall-melhorn.com